

## Environmental Protection Agency

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(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost, Base Fee, and Award Fee" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

Other direct cost item	Option 1	Option 2

(End of clause)

[49 FR 8867, Mar. 8, 1984, as amended at 62 FR 37149, July 11, 1997; 62 FR 60667, Nov. 12, 1997]

### 1552.217-75 Option to extend the effective period of the contract—time and materials or labor hour contract.

As prescribed in 1517.208(f), insert this clause in time and materials or labor hour type contracts when applicable. This clause will be modified to reflect the actual number of option periods for the acquisition. If only one option period is used, modify (c) accordingly.

#### OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—TIME AND MATERIALS OR LABOR HOUR CONTRACT (APR 1984)

(a) The Government has the option to extend the effective period of this contract for \_\_\_\_\_ additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$\_\_\_\_\_ for the first option period and a new and separate ceiling price of \$\_\_\_\_\_ for the second option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from \_\_\_\_\_ to \_\_\_\_\_ and option periods from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_.

(End of clause)

[49 FR 8867, Mar. 8, 1984; 49 FR 24734, June 15, 1984]

### 1552.217-76 Option to extend the effective period of the contract—indefinite delivery/indefinite quantity contract.

As prescribed in 1517.208(g), the following is used in indefinite delivery/indefinite quantity type contracts with options to extend the effective period of the contract. The clause may be adjusted depending upon the number of options. If only one option period is used, modify (b) and (c) accordingly.

#### OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

(a) The Government has the option to extend the effective period of this contract for \_\_\_\_\_ additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimums of \_\_\_\_\_ for the first option period and \_\_\_\_\_ for the second option period, and new and separate maximums of \_\_\_\_\_ for the first option period and \_\_\_\_\_ for the second option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from \_\_\_\_\_ to \_\_\_\_\_ and option periods from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_.

(End of clause)

### 1552.217-77 Option to extend the term of the contract fixed price.

As prescribed in 1517.208(g), insert the following clause:

#### OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE (OCT 2000)

The Government has the option to extend the term of this contract for \_\_\_\_\_ additional period(s). If more than \_\_\_\_\_ days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last \_\_\_\_\_ days of the period of performance, the Government must provide to the Contractor written notification prior

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to that last \_\_\_\_-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start date	End date

(b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed price	Option period

(End of clause)

[65 FR 58925, Oct. 3, 2000]

**1552.219-70 Mentor-Protege Program.**

As prescribed in 1519.203(a), insert the following clause:

Mentor-Protege Program OCT 2000

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competi-

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tion for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the contracting officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The contracting officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the contracting officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis under this contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

- (1) The number of agreements in effect; and
- (2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

(End of clause)

[66 FR 28674, May 24, 2001]

**1552.219-71 Procedures for Participation in the EPA Mentor-Protege Program.**

As prescribed in 1519.203(b), insert the following provision:

PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (OCT 2000)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually